

CASE NO. 1-09-CV-10325-JGD

Now come the parties to the above-entitled action and, pursuant to Fed. R. Civ. P. 41(a)(1)(ii), hereby stipulate and agree that all claims asserted in the above-entitled action against the defendants Wilson H. Horsley, M.D., Horsley Eye Center, P.C. and Horsley Eye Clinic, P.C., shall be dismissed with prejudice, with each party to bear his/her/its own costs and attorneys fees, and with all rights of appeal waived.

The Plaintiffs,
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Princess "Shelli" Chapman,
By Their Attorneys,

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The Defendant,
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The Defendants,
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Horsley Eye Clinic, P.C., and
Clear Vision Eye Center, Inc.
By their Attorney,

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document will be served electronically to the attorney of record for each party via the ECF system.

11/24/10
Date

/s/ Michael B. Barkley
Michael B. Barkley